

THE TRI-WEEKLY YEOMAN.

Naval Contracts and Expenditures—A Triumphant Letter from Hon. Isaac Toucey to the Committee.

NAVY DEPARTMENT, Feb. 14, 1859.

SIR: I have received your letter of the 8th and 9th instants, with copies of certain testimony and an expression of the desire of the committee over which you preside to receive from me any statement or information in regard to it which I may wish to present. I now comply with the request, and first with reference to the contracts for live-oak timber, made under the advertisement of June 14, 1858.

No live-oak timber had been purchased by advertised contract for the last sixteen years, excepting in these instances.

1st. A contract made September 12, 1848, for 11,000 cubic feet.

2d. A contract made in September, 1855, for the frames of six large sloops-of-war, cut to moulds to replace that which had been taken for the six large steam frigates built in 1855, of which two have since been used for the sloops-of-war "Lancaster" and "Pensacola," authorized in 1857, and the other four can only be used for ships of that class.

3d. The want of additional quantities of live-oak having been repeatedly urged by the Bureau of Construction, the department, on the 1st of July, 1857, authorized a contract to be made for such timber as would replace in part what had been taken from the complete frames of ships of the line and frigates, which the wants of the service had made it necessary to break in upon, and also to provide crooked timber suitable for the repairs of vessels of the larger classes, of which the supply was wholly insufficient.

For several years past the repairs on the sloops-of-war and smaller vessels have been very great, and have gradually absorbed the best and the most of the small size timber, and the want of that timber was every day becoming more apparent. Thus, this kind of timber being absolutely wanted, it became advantageous and economical to purchase that which had been refused on the existing contract for being below the contract size, rather than to cut the larger and more valuable pieces that remained of the old stock, or that was then coming in on the new contracts. So great was the want of this smaller timber that it had been used to a considerable extent in the Norfolk and Kittery yards; in the latter to the amount of \$3,972.47, before authority was obtained in proper form to make the purchase, the officers in those yards believing that the public interests warranted that course. And so great was the deficiency of live-oak timber in the navy-yard at Pensacola, that there is not now a stick of that kind in the yard which has not been purchased since.

While this deficiency of timber in the navy-yard was known to exist, reliable information was received in the month of May last that the British government had revived the pretended right of search, and that the British cruisers were exercising it upon the merchant vessels of the United States in the neighborhood of Cuba. This information created great excitement throughout the country. It is only necessary to refer to the warlike debates in both Houses of Congress to appreciate its extent. To resist the exercise of this right a fleet of twelve war vessels was fitted out and dispatched to the neighborhood of Cuba, with instructions given them from time to time, between the 14th of May and the 18th of June, to protect all vessels of the United States against the exercise of the right of search on the high seas in time of peace by the armed vessels of any other power. These instructions would probably have produced a collision had not the right been abandoned by the British Government. While this was going on, Congress, on the 12th of June, passed an act requiring the Secretary of the Navy to cause to be constructed, "as speedily as may be consistent with the public interests," eight war steamers of light draught, "combining the heaviest armament and greatest speed compatible with their character and tonnage." On the 3d of July orders were given to all the navy-yards that they should be launched by the next meeting of Congress, and that nothing should be permitted to prevent it.

By the same act Congress made an appropriation to defray the expenses and compensation of a special commissioner in execution of the joint resolution passed on the 3d of June authorizing the use of force, if necessary, "for the adjustment of difficulties with the republic of Paraguay." Independent of this resolution, the President determined to act promptly, and measures were taken to increase the squadron on the east coast of South America, so that it should consist of twenty armed vessels, including two store ships, most of them to be fitted for the purpose of the expedition.

In this threatening posture of affairs, with the public mind excited by the revival of the pretended right of search, with no certainty that the attempt to suppress it would not bring us into collision with Great Britain, with a squadron of twelve ships in the vicinity of Cuba to resist it, with a larger squadron of twenty ships to be prepared and concentrated in the direction of Paraguay, and with eight war steamers of the smaller classes to be constructed, according to the injunction of Congress, as speedily as might be consistent with the public interests, I do not think it my duty, upon consultation with the chief of the Bureau of Construction and Repair, to meet the exigencies of the service by promptly directing on the day of the adjournment of Congress, June 14, that an advertisement be issued calling for a supply, in as short a time as practicable, of live-oak timber, most of it of smaller dimensions than had been usually required, such as was adapted to the construction of the smaller vessels just authorized by Congress, and to the extensive repairs both of large and small vessels which the exigencies of the service would be likely to require. I would have resigned my place before I would have failed to act with the promptness which the occasion seemed to demand. The list was made out by the chief of the Bureau of Construction and Repair in his own judgment of what the interests and necessities of the service required, without interference by me in its details, and the advertisement was issued on the 14th of June, calling for one-half on the 1st of September and the other half on the 1st of February following, giving to bidders two and a half months notice to make contingent arrangements for the other. The time allowed in the advertisement for this timber was sufficient for persons who were actual dealers in such timber, and who in making offers intended to comply with them, or were in any degree prepared, but was much too short for any speculator who had it in view to dispose of his contract to other parties. These were the reasons which influenced the department in the exercise of its discretion in this particular case, and when the contracts were executed I was assured by the experienced officer in charge of the Bureau of Construction and Repair that the measure had proved highly economical and beneficial to the government, saving to it probably about twenty-five thousand dollars beyond what could have been accomplished by an open purchase.

After the contracts had been awarded to the lowest bidders a question arose, to which I applied the principle of a decision I had previously made, viz: that when the department advertised for a contract upon certain terms, and one of the bidders applied to a subordinate officer and obtained assurance of more favorable terms, at variance with those advertised, and regulated his bid accordingly, the department would enforce the advertisement and not the assurances thus obtained would constitute no ground of relief, because unfair to other bidders. When, therefore, it appeared that bidders to whom the contracts were awarded had neither performed them nor intended to perform them when they had acted upon information or assurances obtained at the navy yards from subordinate officers at variance with the terms of the advertisement, the department set aside the forfeited contracts, and instead of purchasing or contracting in open market or of the next highest bidder, and charging the difference to the defaulting parties, awarded a contract with Mr. Swift for the whole amount at the lowest bid, which was much lower than the bids which he had made, thereby saving the defaulting contractors from loss, securing the best terms for the government, and requiring him to accept a low price for the timber to be delivered immediately as if time had been given to go into the live oak forests of Florida or Louisiana to cut it. The department did not advise any one of the contractors as to the course he should pursue, but apprised them unequivocally, at all times, that the time of delivery, as advertised, would not be postponed, for the reasons I have stated.

When I came into the department I found a system established, which commenced during the administration of Mr. Fillmore, of purchasing coal for the use of the navy by the instrumentality of two coal agents—one for anthracite, the other for bituminous coal—with a compensation of five per cent, commission on the cost of purchase and transportation contracted for by the agent. There was also during Mr. Fillmore's administration a special agency for supplying with coal the East India and Pacific squadrons during the Japan Expedition. Messrs. Howland & Aspinwall, of New York, were the special agents employed by Mr. Graham, Secretary of the Navy, under an agreement of the date of April 3, 1852, by which they were allowed ten per cent, commissions on the purchase money, cost of transportation, insurance, and other unavoidable expenses, deducting therefrom the commissions allowed the agents for supplying coal within the United States.

This agreement was modified by Mr. Dobbin on the 11th of August, 1853, by which, after the 1st of September following, the agents were to ship not exceeding one thousand bushels per month, the department agreeing to pay the cost of the coal, lighterage, cartage, freight, primage, and demurrage, and a commission of six per cent, on the cost of the coal, including freight or transportation. The commissions under this agency in the years 1852, 1853, and 1854, amounted to \$50,975.86, while the commissions of all other coal agents for supplying our steam vessels of war with coal during the whole period from 1850 to the present time, amounted only to the sum of \$19,851.59, and for supplying the navy yards to the further sum of \$18,358.47. This special agency was abolished by Mr. Dobbin in 1854. There has been no other change in the system except only that, in pursuance of the policy expressed in the act of Congress of September 28, 1850, of giving preference to American products. I have caused anthracite coal to be sent from Pennsylvania mines, by American vessels chartered by the department, and without any special agency, to the East Indies, Pacific, and all other foreign stations where it could be delivered at no greater cost than that of foreign coal delivered at the same place. This has caused an increase of purchase of coal in this country, but it has proved most decidedly an economical and beneficial improvement, as will appear by detailed returns which are now probably before the committee, securing, without any increase of cost to the government, what is deemed the best coal in the world for war steamers—the anthracite coal of Pennsylvania. No change has been made in the bituminous coal agency, nor in that for anthracite, except that the former agent, Mr. Tyson, at the end of four years from his appointment, was succeeded by Mr. Hunter, the present agent, whom I appointed in May last upon the most reliable recommendations, leaving him to the discharge of his duty upon his own responsibility. I was not aware until the present investigation that he had employed another person to aid him, allowing him to share in his commissions as his predecessor had done, nor of any want of attention on his part. It was well known to the department that the navy was supplied with coal of the best kind and quality for naval purposes at less cost than formerly, at what was deemed in the bureaus reasonable prices, and that the bills passed under the inspection and required the approval of the most faithful and vigilant officers of the government, who were in the constant practice of instituting inquiries into the reasonableness of prices, and of refusing payment when they were excessive. It is not now the opinion of the bureaus, after full inquiry, that the price paid, \$3.85 per ton of the best anthracite coal for steam purposes, screened, selected, and delivered at the vessel in Philadelphia, has been excessive or unreasonable.

The department has at all times left both these agents for the purchase of coal perfectly free in the discharge of their duty upon their own responsibility, with such assistance as they might choose to employ at their own expense, subject only to the checks which exist on shipboard and at the naval stations, where it is the duty of the proper officer to report any deficiency in quantity or quality, and also to the constant supervision of the chief of the bureaus, under whose orders the purchases are made, and by whom the bills must be examined and approved before they can be passed. Both these higher officers enjoy my entire confidence—confidence not only in their capacity, but in their vigilance and uprightness.

I should be very willing to give full details of the action of the department in reference to the navy yards and to the contracts for steam machinery for vessels of war, but as no evidence has been transmitted to me on those subjects, I shall content myself with a brief general statement.

The system by which the navy yards are managed is the same which I found established when I came into office, with some improvements. The commandant of the yard is responsible for its general condition. It is his duty to correct or report any abuse which may come to his knowledge. He receives all orders from the department, and is authorized to use the proper means to execute them. If an order is given that a vessel be built or repaired, or other work done, he directs the employment of the men, and fixes the number to be employed, without interference by the department. He is authorized and required to dismiss any workman, and to report any master for neglect or misconduct. When a master is thus reported to the department, an investigation is ordered, he is notified, witnesses are examined, and the testimony returned to the department for its action. The master has the selection of the men, subject to the approval of superior officers, and is held responsible for them and the work done by them under his charge, and has therefore authority to dismiss them. This system of responsibility is found to work well in the navy yards generally, although there is greater difficulty and embarrassment in the Brooklyn yard from the superabundant population of the great adjacent cities pressing for employment, and resorting to all legitimate means to obtain it. This difficulty will not be obviated by any system that can be adopted. Men must be employed; they must come from the neighboring Congressional Districts; they must be selected by some one; they should be selected by the master workman, who is responsible for them, subject, indeed, to proper restrictions and supervision; and this master workman must always feel and contend with the presence of numbers seeking employment and especially during periods of commercial distress. He is also exposed to the accusations of dissatisfied and disappointed workmen, and to the scrutiny of vigilant competitors seeking his place, and if there be any well founded charge against him, it is quite sure to be made known to the officer whose duty it is to inquire.

There has been no report against any master workman of any of the Atlantic navy yards since I have been in the department, except in five cases; one for alleged misconduct several years ago, which was fully investigated by my predecessor, one for intoxication, which has been investigated and followed by a new appointment; one for temporary insanity, where the master was afterwards restored upon his recovery producing a certificate from his physician that it would not be likely to recur, and the other two cases recently for neglect of duty, which have been investigated and the returns having just come in will soon be disposed of. These are the only instances of charges presented to the department, and if there be any presented to the committee which have not been referred to the commandant of the navy yard, and opportunity given to the parties implicated to defend themselves, it is at least very doubtful whether such charges can be or ought to be sustained; at all events, neither the department nor the officers of the yard have had any knowledge of them. There has been an increase of the number of men employed, but it has taken place simultaneously in all the yards and for the reason already stated—the increased activity of the service, the expedition to the neighborhood of Cuba, the expedition to Paraguay, the construction of eight new steamers "as speedily as might be consistent with the public interests," in obedience to the injunctions of Congress. There is one instance where the bureau has been induced to depart from the general rule of non-interference with the number of men to be employed, and that was in the navy yard at Philadelphia, to an considerable extent in useful work, upon the urgent plea of necessity, humanity, and utility, pressed by a gentleman of high and honorable character, incapable of falsehood.

The course of the department in reference to contracts for steam machinery for vessels of war, has been to prescribe certain conditions, and award the contracts according to the merits of such plans and proposals, having due regard to price. They cannot, from the nature of the case, be awarded to the lowest bidder, having reference to the price only, because no two persons bid for the same thing, each plan being different from the others, and it being the object of the government to obtain the result of the highest skill. The bids are given under seal; are not opened until the time for receiving them has expired; and, of course, no one can know what they contain, except the party himself and those to whom he may communicate it. A board of engineers is appointed, and each is required to give his individual opinion and his reasons for it. Often they are unanimous; sometimes there is a single dissenting opinion; and sometimes they are equally divided. I have in no case, that I am aware of, awarded a contract in opposition to the opinion of a majority, although I should feel at liberty to do so. The contract given to Messrs. Merrick & Sons, of Philadelphia, in regard to a letter from Colonel Patterson to the President was by him in the usual course, without any intimation of any wish on his part, referred to this department, was awarded to them upon the merits of their plan and proposals—in accordance with the unanimous opinion of the board of engineers—their bid being lower than those of the other bidders whose plans were approved. The President did not in any manner interfere in this case, nor has he in any other case of contract since I have been in the department. In all the contracts made under the act of the last session, the department obtained an absolute guarantee of the number of revolutions of the propeller in a minute; instead of the usual number of about forty, the contractors guarantee eighty, and in one instance a hundred. In one contract—that for the vessel under construction at Norfolk—awarded to Messrs. Murray & Hazlehurst, of Baltimore, there is a guarantee of the speed of fifteen statute miles an hour under a foretold of twelve thousand five hundred dollars, to be deducted from the price if the speed fall to fourteen miles per hour, and half that sum if it fall to fourteen and a half miles.

In the contract for the vessel at Philadelphia, awarded to Messrs. Raney, Neafe & Co., there is a guarantee, not only for one hundred revolutions of the propeller per minute, but also for the speed of sixteen statute miles per hour, under the foretold of fifteen thousand dollars, to be deducted from the price if the speed fall to fifteen miles per hour, and half that sum if it fall to fifteen and a half miles. A more stringent and advantageous contract for the Government has not been made.

The awarding of this contract having been the subject of comment, I take the occasion to say, that the charge made against a very competent and faithful officer, the engineer-in-chief, by an excited and interested party, was fully investigated by me and found to be without the slightest foundation, except in a misapprehension of that party, fully explained, and that the contract was awarded to the lowest price, to the best guarantee, to the highest experience in the construction of marine engines, against no experience at all, and in accordance with the opinion of a majority of the engineers whom I consulted on the subject.

I have the honor to be, sir, very respectfully, your obedient servant,

ISAAC TOUCEY,

Secretary of the Navy.

Hon. John Sherman, Chairman Committee Investigation, &c., House of Representatives.

THE BANKS OF THE UNITED STATES.—A report just made to the Secretary of the Treasury at Washington, gives statistics of banks, comprising pretty much all of those institutions in the United States. The number of banks in 1857 were 1,416; in 1858, 1,422; in 1859, 1,476. The whole capital is \$401,000,000 in 1859, against \$370,000,000 in 1857. The specie is \$104,000,000 in 1859, against \$58,000,000 in 1857. The loans and discounts in 1859 were \$655,000,000, against \$684,000,000 in 1857. The circulation was \$133,000,000 in 1859, against \$214,000,000 in 1857.

The Sickles-Key Affair.

From a letter from Washington to the N. Y. Times respecting the Sickles-Key affair, we extract the following:

The guilty connection of Mr. Key with Mrs. Sickles will, I understand, be admitted, to avoid disclosures injurious to the memory of Mr. Key; and the argument of the prosecution will be directed to examine whether the existence of such a criminal connection excuses the slaying of the seducer by the husband's hand, and whether Mr. Sickles committed the act under the extenuating influences of an exasperating conviction of this fact. If precedents are of value, it will be difficult for the prosecution to sustain their side of the case. It is but a short time since that, in the neighboring State of Virginia, a certain Mr. Myers proceeded to the bed-room of a man from whom he had sustained a similar injury, and shot him while in bed. Public opinion justified, and a jury acquitted him without leaving the box. Again, in this very city, and but within the last two years, a young man from near the Navy Yard, called on the seducer of his sister and demanded the reparation of a marriage for the injured girl, which, being refused, he shot the seducer. Public opinion justified, and a jury acquitted him without leaving the box. Nor are such precedents confined to this country. Lord Napier has stated it as his belief that in England, if the criminal connection be of the character stated, no jury could be found to convict the husband.

In France precedents of recent origin are not wanting. In 1849, a M. Baraby received an anonymous communication informing him that a certain M. Cottelegon was in the habit of entering his wife's apartment from a balcony common to both houses. M. Baraby lay in wait, and surprising M. Cottelegon in the attempt, an encounter took place, from which the seducer managed to escape. M. Baraby seizing a pistol followed him, and meeting on the stairs, not M. Cottelegon, but a correspondent of the London News, who had been visiting a friend in the same house, fired at him in his extreme rage, and shot him through the jaw. The case was tried before one of the first jurists of France, the father of the Comte de Treillard, now Secretary of the French Legation at Washington, and the jury acquitted M. Baraby, condemning M. Cottelegon, the adulterer, to pay 40,000 francs of damages to the innocent person whom the enraged husband had wounded. And but little more than a year ago, when a lady of rank in one of the provinces requested an old and attached family servant to shoot a scoundrel who had boasted of seducing her daughter, and the deed was actually done, a French jury acquitted both the injured mother and the gardener, who had adopted her injury as his own.

Mr. Sickles' case was stronger far than these. Not only was his home dishonored, but that dishonor was inflicted with a reckless disregard of decency, which had made the disgrace the common talk of the city. Not in a moment of hot passion, when the rebellious blood might override the better feelings, was the deep wrong done, but a house was coolly hired for the basest uses to which it could be put, and Mr. Sickles' wife dragged through the lowest haunts of infamy to gratify the vilest instincts of degraded passion. And when this dishonor, thus repeated, reiterated, dishonor was made clear to him; clear by the most unanswerable proof; clear by the confession of his wife; and amid the grief and agony which the horrid discovery brought upon his home, the husband saw opposite to his window the man who had desolated that home, and who had stained the future of his child, flaming as it were, in his very face, the signal that called his wife to infamy—how many men, claiming no pharisaical superiority over their fellows, will say, that at such a moment—as a cold-blooded calculator in some New York evening paper lays it down—Mr. Sickles should have taken his seat to the code of the duello, and ascertain how Mr. Key was to be got rid of, according to the strict letter of its laws; or, as another punctilious gentleman opinionizes, write to Mr. Key, and politely inform him of his intention to shoot him, and then calmly bring him down the first time they met? It seems to be forgotten that when, in that moment of fury, Mr. Sickles rushed out to kill Mr. Barton Key, he staked his own life, too. It is true Mr. Key was unarmed. But how was Mr. Sickles to know this? Few men in Washington do go so unarmed, and Mr. Key had received but the Thursday before a letter warning him of the danger of discovery, and of the risks involved in it. His first move, as Mr. Sickles approached him, was to put his hand to the pocket where arms are usually carried. Any student of the human heart and its passions who looks on the story of that tragedy from the moment when Mr. Key, waved his signal in front of Sickles' house, to that in which he fell on Lafayette square, must see that in that time Sickles thought and dreamed nothing of consequences to himself nor of the code of the duello.

When, last spring, the attentions of Mr. Key first became the subject of remark and scandal, Mr. Sickles instantly, on the first whisper reaching his ears, called upon that gentleman and received from him assurances of the honorable character of his regard, so solemn and so strong, that, coupled with those of his wife, he could not, and did not for a moment after, cherish a suspicion. Mr. Key went so far as to seal his asseveration by bringing his own pure sister to call on Mrs. Sickles, which Mr. Sickles had a right to feel was a complete guarantee of the purity of his own relations with her. Still desiring his wife to be not only safe from, but above suspicion, he forbade her to receive Mr. Key except when invited, and on her regular reception day, in the presence of company, a restraint which they both submitted to and observed. It was probably this which induced Mr. Key to leave a house of assignment. Nor in any instance, save one, has Mrs. Sickles been allowed either to go to a dinner party or ball except in his own company. The one exception was the fancy ball of Mrs. Gwin, when, on her mother's representation that her absence might give a color of reality to what then but wore the shape of fiction, he permitted her to attend that ball. Whatever interviews have taken place between Mr. Key and Mrs. Sickles since then, have been in his absence at Congress or out of town, at the house which Mr. Key rented for the purpose. Had Mr. Sickles imposed any severe restraint, those who were now ready to accuse him of laxity of vigilance, would be the first to brand him as a domestic tyrant, deserving and provoking by his harshness the fate he met.

The letter of warning which Mr. Key received on Thursday, and which he showed to Mrs. Sickles at the ball at Willard's on that night—the last of their meeting—was written, it is thought, by a lady. It was full of "Dear Barton," and such other endearing expressions, whereas the letter which conveyed to Mr. Sickles the intimations and proof of his dishonor, was either written, or forged to be written, by some coarse, illiterate person. Strange, if two different parties should have selected the same night to send a message of warning.

HAIR BRUSHES.—The latest variety in Frankfort, at

Dr. MILLS' Drug Store.

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Democratic Meeting in Harlan.

At a meeting of the Democrats of Harlan county, at Harlan C. H., on the 1st Monday in March, 1859, Judge Wilkerson Perciful was called to the chair, and David Baily was appointed secretary.

D. J. F. Lytle explained the object of the meeting and read the following resolutions, which were adopted:

Resolved, That the following persons be appointed delegates to represent Harlan county in convention to be held in the Sixth Congressional District, for the purpose of nominating a Democratic candidate for Congress to represent the Sixth Congressional District, viz: David Baily, Robert Helton, Jno. B. Lytle, Geo. B. Turner, William Turner, Carlo B. Brittain, James B. Howard, Milton Unthank, John Conrad, Stephen Conrad, Henderson Howard, Wilkerson Howard, Henry Farley, Joseph Blanton, William C. Felt, Lewis Farmer, Moses B. B. Jr., A. J. Bill, Solomon Pope, Nathan, Noel, sr., Hiram Lewis, Leo Cruch, Jno. E. Smith, William Huff, Ales Wynn, John Munard, James Napier, Robt. Turner, Robt. Jackson, Jacob Buckheart, Solomon Buckheart, James D. Colclough, Jack Pearson, Elijah Green, James Howard, sr., Eli Arnett, James Wilson, Robt. Nelson, David Green, Jr., William Merce, John Layton, sr., James Hoskins, Hiram Hoskins, Matt Perciful, Mount Perciful, William Perciful, M. G. Jones, E. V. Unthank, Bellingr. Coloway, Andrew Nolen, F. F. Nigier, Solomon Pope, Edmund Jones, William Ball, Gibson Ball, William Blanton, Eli Green, William Green, sr., and all other Democrats of Harlan county who choose to attend said convention.

Resolved, That in the opinion of this meeting, our neighbor, the brave and patriotic Theophilus T. Garard, is the first choice of a majority of the Democrats of Harlan county, to bear our standard in the approaching contest for a seat in Congress from this District.

Resolved, That in our opinion James Buchanan has been national, conservative, and patriotic in his administration, and his election by sectional factions in the North for his liberal and national policy to the South, should rally around his standard and the more closely the true lovers of National and Constitutional liberty.

Resolved, That if the northern Democracy rescinded all there was but one man left to advocate the rights of the weaker section, around that one lone patriot our efforts, friendship, and gratitude would cling verily still.

Resolved, That this meeting recommends Clay county as the most convenient and central position for holding said District convention.

WILKERSON PERCIFUL, President.

DAVID BAILY, Secretary.

Democratic Meeting in Lincoln.

At a meeting of the Democratic party of the county of Lincoln, held at the court-house in Stamford, on Monday, March 7th, 1859, (County Court day), on motion, John Engelman, Esq

